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**Tracking Number:** 92148902526177000002511240

Your item was delivered at 9:57 am on July 12, 2021 in FORT WORTH, TX 76155.

## Delivered

July 12, 2021 at 9:57 am  
FORT WORTH, TX 76155

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CERTIFICATION PURSUANT TO RULE 1:18.7

I certify that confidential personal identifiers have been redacted from documents now submitted to the court and will be redacted from all documents submitted in the future in accordance with D.C. Rule 38.7(b).

CERTIFICATION PURSUANT TO RULE 4:51

I hereby certify that to the best of my information, knowledge, and belief that the matter in controversy is not the subject of any other actions pending in any other court or other pending arbitration proceedings, that no other action or arbitration is contemplated, and I am not aware of any other person who should be joined in this cause.

CERTIFICATION OF NOTICE

I certify, pursuant to N.J.S.A. 56:8-3b, Plaintiff is mailing a copy of this Complaint to the Office of the Attorney General located at:

Division of Consumer Affairs  
Office of the Attorney General  
P.O. Box 49025  
Newark, New Jersey 07101

JURY DEMAND

Plaintiff demands a trial by jury on all issues so triable.

Respectfully submitted,

LESTD LAW GROUP, P.C.

*Joseph D. Lest*

By:

JOSEPH D. LEST  
ATTORNEY I.D. 0135300  
Lest Law Group

Dated: June 27, 2021

other forms of private business entities, the identities of which are unknown at present, but who

THE BOSTONIAN SOCIETY 113

the such composed of, agents, barters or counterparties, and in other ways as yet undetermined.

894 direct and proximate impacts of the methane and greenhouse gas emissions

JOHN S. H. AND MARY E. H. HARRIS 110

PHENOMENALISM IN LOGIC 11

business entities whose actions or omissions may be potentially responsible in whole or in part for

THE JOURNAL OF CLIMATE

as Descartes to this extent, when and if their identities become known to the Platonic

WILBERFORCE PLASTIC BOTTLE AUTO SALES, INC. demands payment against the

Beneficiaries' rights to sue and receive compensation for damages are often limited by statute.

containing dense amyloid until the



Red Wolf Logistics LLC was founded in 2009. Evidence research and analysis, claims, pricing, paid with our knowledge of logistics, marketing and customer service led us to build this company. As a premium based business, our partners, the premium and premium logistics, always strive to provide our clients with the best possible services. We have a culture of integrity, we provide our customers with the best possible outcomes, as well as the best possible value.

28. Based upon the representation of Defendant RED WOLF LOGISTICS, LLC and others, Plaintiff, as an authorized Motor Property Casualty Carrier, was capable of performing the insurance services Plaintiff sought to be performed, and further, that Defendant could provide such services in a professional manner so as to not damage Plaintiff's Vehicle in transport.

29. As a result of Plaintiff's reasonable and appropriate representation of the Defendant as well as Plaintiff's reasonable and appropriate handling of Plaintiff's Vehicle by Plaintiff's employees, Plaintiff has been forced to incur legal expenses in connection with recovering the monetary damages it has sustained.

30. Plaintiff, Plaintiff and RED WOLF LOGISTICS, LLC, the agent, compensation, and treble damages pursuant to R.S. 1:35.3, 1:35.4, together with punitive damages, Plaintiff's attorney's fees and costs of suit with interest, and any further costs which the court may deem equitable and just.

**CONTINUED**  
**PETITION FOR DAMAGES, 10 AND ADDITIONAL BUSINESS ENTITIES 1-10**  
**AS TO DEFENDANT HANNAH COOK, ET AL. AND DEFENDANT S. S. COOK**  
**AS TO DEFENDANT HANNAH COOK, ET AL. AND DEFENDANT S. S. COOK**

31. Plaintiff requests that the Defendants, named to the Complaint, do, to the above, and thereafter do, in accordance with the law, that which is

22. Defendant breached this contract with the Plaintiff, however, in that Defendant failed to  
perform under the contract, specifically, through his failure to deliver the Vehicle without being  
obliged by Defendant to transport it, Plaintiff had bargained for  
  
As a result of Defendant's failure to perform under his contract with Plaintiff, Plaintiff  
sustained damages in that Plaintiff's Vehicle was damaged by Defendant's actions, causing  
Plaintiff to incur damages as alleged  
  
**WHEREFORE** Plaintiff BWM AUTO SALES, INC demands judgment against the  
Defendant RED WOLF LOGISTICS, LLC, for general, consequential, and punitive damages,  
recoverable, Plaintiff's fees and costs of suit with interest, and any further relief which the court  
may deem equitable and just.

COLLECTIVE

CONCLUDING WORDS

As the Defendant But Well-Loved 115

24 Plaintiff repeats all of the allegations contained in the Complaint this far above, and  
incorporates the same as fully set forth at length herein.

25 The types of services provided to Plaintiff by Defendant HD WOLF LOGISTICS, LLC  
are "thirdhand" within the sense of the New Jersey Consumer Fraud Act, codified at N.J.S.A.  
56:1-1 et seq., as defined at N.J.S.A. 56:8-1(c).

26 By engaging in the conduct as alleged above, Defendant has committed unconscionable  
commercial practices, fraud, false, and/or misrepresentation in connection with the  
false representations and deceptive practices of the Defendant as described, in violation of the New  
Jersey Consumer Fraud Act.

27 Specifically, on the "About" tab of its company Facebook page, Defendant HD WOLF  
LOGISTICS, LLC advertises to the public the following:

15. Defendant breached the duty of care with respect to the Plaintiff in that it failed to take  
due care in the execution of the automobile transport services Plaintiff contracted for.

16. Due to the failure to Defendant to exercise due care in the execution of the contract of for  
automobile transport services, the damage incurred to Plaintiff's Vehicle would not have resulted

17. It is reasonably foreseeable that Plaintiff or another such customer could incur damages as  
a result of a Poor Property Company Carrier's negligence or carelessness in manner of transport.

18. Therefore, the failure of Defendant R&D WOLF LOGISTICS, LLC to exercise due care  
in connection with the heightened duty of a common carrier while undertaking the automotive  
transport services Plaintiff contracted for, was both the actual and proximate cause of Plaintiff's  
damages.

WHEREFORE, Plaintiff BRYN AUTO SALES, INC. demands judgment against the  
Defendant R&D WOLF LOGISTICS, LLC, for general, consequential, and punitive damages,  
recoverable attorney's fees and costs of suit with interest, and any further relief which the court  
may deem equitable and just.

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COINT TWO  
BREACH OF CONTRACT  
As to Defendant R&D WOLF LOGISTICS, LLC

19. Plaintiff requests all of the allegations contained in the Complaint thus far above, and  
incorporates the same as if fully set forth at length herein.

20. Plaintiff contracted with Defendant R&D WOLF LOGISTICS, LLC as alleged above for  
Defendant's automobile transport services.

21. Generally, Plaintiff contracted with Defendant such that Defendant would perform  
automobile transport of Plaintiff's Vehicle and that Plaintiff's Vehicle would arrive at its  
destination in reasonably good condition it was in upon being picked up by Defendant.

7. On or about May 14, 2021, Defendant RJD Worldwide Logistics, LLC, picked up the vehicle from the Captain Morgan Yacht Sales, Houston, Texas, 77034.

8. The supplier of the Vehicle, Plaintiff, who was excellent, however, upon delivery of the Vehicle at our direction, however, the Vehicle was found to be severely damaged, with damage visible upon inspection of the Vehicle. Plaintiff's insurance company can or about May 10, 2021, Plaintiff was provided with a quote for the estimated cost of repairs to the Vehicle, totaling \$3,360.00. At the time this quote was issued Plaintiff is EXHIBIT "A".

9. Following an inspection of the Vehicle, Plaintiff's insurance company can or about May 11, 2021, Plaintiff responded to Plaintiff to namely resolve this dispute with Plaintiff and settle Plaintiff's claim for damages arising from Defendant's negligence and Plaintiff's failure to reasonably investigate the cost of the repair.

10. Despite reasonable efforts by Plaintiff to namely resolve this dispute with Plaintiff and settle Plaintiff's claim for damages arising from Defendant's negligence and Plaintiff's failure to reasonably investigate the cost of the repair, Plaintiff has been forced to incur legal fees in connection with the cost and duration.

11. As a direct result of Defendant's negligence to timely resolve this matter, Plaintiff has been forced to incur legal fees in connection with the cost and duration.

12. Plaintiff requests all of the above damages contained in the Complaint above, and expenses incurred in connection with the cost and duration.

13. Defendant RJD Worldwide Logistics, LLC holds itself out to the public as a professional transportation company and specifically a Motor Freight Common Carrier.

14. As a result, Defendant holds itself out to the public in the conduct of its business operations.

15. Plaintiff reserves the right to amend this complaint at any time.

16. Plaintiff reserves the right to amend this complaint at any time.

17. Plaintiff reserves the right to amend this complaint at any time.

18. Plaintiff reserves the right to amend this complaint at any time.

19. Plaintiff reserves the right to amend this complaint at any time.



3. At all times relevant herein, Defendant RED WOLF LOGISTICS, LLC, is an  
unincorporated and believed a domestic limited liability company within the State of Texas and  
is operated under the laws of said State, with a principal place of business believed to be 2117 N. De  
Cordova Street, San Worth, Texas 76111, and with a registered agent for service of process believed  
to be United States Corporation Agents, Inc. with a registered office for service of process believed  
to be located at 9200 Spectrum Drive, Austin, Texas 78717.

4. At all times relevant herein, Defendants, JOHN DOES 1-10 (fictitious names), and ABC  
BUSINESS ENTITIES 1-10 (fictitious entities), are believed to be individuals or entities whose  
actions or omissions contributed in some relevant and material way to the causes of action  
complained of herein. Plaintiff does not presently know the true identities of these Defendants, but  
will seek leave to amend the Complaint to properly name these Defendants after conducting  
discovery, should the need arise.

5. Jurisdiction is proper as Plaintiff has a principal place of business located within Atlantic  
County, New Jersey and venue is proper in Atlantic County Superior Court, Law Division, Special  
Civil Part, as per R. 6:12 and R. 6:13.

6. Defendant RED WOLF LOGISTICS, LLC, is an automotive transport tracking company  
and Motor Property Common Carrier operating under US DOT No. 3326663 and MC Operator  
Authority No. MC0017256.

GENERAL ALLEGATIONS

1. Plaintiff NEW AUTO SALES, INC., purchased a 2020 Ford Explorer XLT (the "Vehicle")  
from Capital Auto Auction located at 305 Industrial Road, Grand Prairie, Texas 75051 on or about  
May 9, 2021.

2. Defendant RED WOLF LOGISTICS, LLC, is an automotive transport tracking company  
and Motor Property Common Carrier operating under US DOT No. 3326663 and MC Operator  
Authority No. MC0017256.



СИСТЕМЫ ВОДОСНАБЖЕНИЯ

Ergonomics, 22

### Totals

Preston & Weston

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MARCH 1905

**P-AUTO REPAIR**

P-Auto Repair, Inc.  
New Jersey  
1811 Pennsylvania Avenue  
Linden, NJ 07038  
Business Phone: (609) 387-4954  
Email: 18117@gmail.com

**Estimate**

Est # 221  
ID # 10734922

Vehicle Info  
2002 Ford Escape JX  
FWD  
Black  
Front Wheel Drive  
Original 150,000 miles  
Last Service  
Date: 04/17/13

Owner:  
BART AUTO SALES INC  
8097 Auto Sales Inc  
1817 377-2015  
www.bartautosales.com  
2662 Chapman Rd  
Franklin, NJ 07313

Insurance Company:  
Inspection Date: 07/14/2014

Shop Info  
Location # 070724

Part	Description	Part Number	Price	Labor
1	Front	HOOD PANEL	1802 10012A	1175.45 2.2 hrs. Body
2	Front	1.1 lbs. Chromed 0.4 in. Flange		2.7 hrs. Paint panel
3	Front	HOOD ADHESIVE HAMMERMATE	1802 004028A	1.2 hrs. Paint
4	Front	1.1000 LIDCL	1802 94797A	0.4 hrs. Paint body
5	Front	0.2 lbs. Chromed		0.2 hrs. Paint panel
6	Front	HO HOOD ADH		0.4 hrs. Body
7	Front	11 HOOD HINGE	1802 10026A	0.2 hrs. Body
8	Front	0.2 lbs. Chromed		0.4 hrs. Paint panel
9	Front	HO HOOD HINGE	1802 10026A	0.2 hrs. Body
10	Front	2 lbs. Paint - 2.4 lbs. Adhesive Chromate		1.8 hrs. Paint panel
11	Front	0.3 lbs. Chromed 0.4 in. Flange		0.6 hrs. Paint
12	Front	1.42500 HINGE		0.4 hrs. Body
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# EXHIBIT

“A”



USPS CERTIFIED MAIL™



62148802526177000002511230

RECORDED  
MAIL  
MAIL CENTER  
1001 BANCROFT DR  
AUSTIN, TX 78701

0000108  
PROLOGUE LOGISTICS, LLC  
2101 N. BANCROFT DR.  
AUSTIN, TX 78701

